

Contract no. 328.

02-03

AGREEMENT

Between

BOROUGH OF BERGENFIELD

and,

EMPLOYEES ASSOCIATION BOROUGH OF BERGENFIELD

Divisions of Sanitation, Parks & Roads

X January 1, 1990 through December 31, 1991

LAW OFFICES:

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AGREEMENT

THIS AGREEMENT, made this day of , 1990 between the BOROUGH OF BERGENFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "BOROUGH", and the Employees Association-Borough of Bergenfield, the representatives of all employees in the Division of Sanitation, Parks and Roads of the Bergenfield Department of Public Works, below the title of Foreman, hereinafter referred to as "ASSOCIATION".

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties, and

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of collective negotiations,

NOW, THEREFORE, in consideration of the promises and the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I - ASSOCIATION RECOGNITION

1. The Borough recognizes the Association as the sole and exclusive representative for the purpose of collective negotiation

with respect to all negotiable items of employment for all employees below the title of foreman, employed in the Borough's Public Works Department, excluding professional employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2. No employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

3. The term Employee as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, where applicable.

4. Pursuant to Chapter 303, Public Laws, 1968, as amended, the Borough hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective

negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE II - EXCLUSIVITY OF ASSOCIATION REPRESENTATION

1. The Borough agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association with regard to the terms and conditions of employment of personnel covered by this Agreement during the term hereof. Any new job classifications that fall within the range of work presently performed by employees in the bargaining unit shall automatically be included within the Associations jurisdiction.

2. The duly authorized negotiation agent of either the Borough or the Association is not required to be an Employee of or connected with the Borough.

ARTICLE III - COLLECTIVE NEGOTIATING

1. Collective negotiation with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than four (4) representatives of each party shall participate in collective negotiating meetings.

2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Borough or

the Association and not otherwise inconsistent with applicable law.

3. Employees of the Borough who may be designated by the Association to prepare for and/or participate in collective negotiation meetings or the grievance procedure hereinafter provided for or otherwise for the enforcement of this Agreement will be excused from their Borough work assignments with compensation by the Borough provided their absence would not seriously interfere with the Borough's operations. The Association shall furnish the Borough in writing the names of its representative and the alternates and notify the Borough of any changes. Provided, however, that the Borough's decisions to whether an employee-representative may be spared shall be conclusive and shall not be grievable.

ARTICLE IV - PRESERVATION OF RIGHTS

1. The Borough of Bergenfield hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

- a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;

- c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

ARTICLE V - DATA FOR FUTURE BARGAINING

1. The Borough agrees to make available to the Association all relevant data in its possession and control, which is not privileged and which the Association may require to bargain collectively concerning negotiable matters.

2. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked, the total number of sick leave days utilized and other data of a similar nature. Nothing herein shall be deemed to give the Association the right to view any additional personnel file or files nor any other confidential information. The intent of this sub-paragraph is to make available to the Association statistical data concerning the above information.

3. Nothing contained herein shall be construed to or restrict the Borough of its rights, responsibilities, and authority, under N.J.S.A. Title 11, 40 and 40A, or any other national, state, county or other applicable laws.

4. The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such negotiable issues as may arise and are not covered by this Agreement. If agreement is reached between the parties as to any such negotiable issue then, and in that event, such agreed-upon language shall be

come part of this Agreement upon the execution of same, duly signed by the authorized representatives of the parties.

5. Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, sick call action, boycott or any other form of interference with Borough operations during the terms of this Agreement, nor shall the Borough engage in any lockout of employees during the term hereof.

ARTICLE VI - WORK DAY, WORK WEEK AND OVERTIME

Section 1. 1a. The normal work day shall be from 7:00 a.m. to 3:30 p.m. Monday through Friday inclusive of the 30 minute meal break. Forty hours per week shall be the normal work week in the Department of Public Works. In the event the Borough should institute any different work schedule or shifts, which require work on a regular shift to extend after 3:30 p.m. or start before 7:00 a.m. with the exceptions of "Sweepers", "road striping" and such other incidental work as may be required to be commenced from time to time before 7:00 a.m., in the discretion of the Superintendent, the parties agree to reopen negotiations with regard to a wage differential and assignment of personnel.

Section 2. 1(a) With the exception of regular garbage collection, work in excess of the Employee's basic work day of 8 hours is overtime. To the extent reasonably possible overtime assignments shall be evenly distributed throughout the Department, having due regard to Employee classifications.

Overtime for regular garbage collection on Monday-Friday shall be paid when in excess of forty regular hours worked per week. Regular shifts and functions and approved leaves (eg., Streets and Roads) shall be credited towards the forty hours for determining overtime. Furthermore, in the event employees are required to work beyond their normal work day and the Employer seeks a credit for time not worked during the first week, the overtime provision will apply unless there is a full complement of apparatus and manpower on the day which required overtime. The determination as to what constitutes a full complement of apparatus and manpower is to be based upon seasonal needs and/or emergencies, and shall not be applied arbitrarily or unreasonably.

(b) Reasonable notice required. Whenever possible, when planned or known in the morning, the Employee shall be informed prior to lunch hours; thereafter, when overtime work is unexpectedly required, notice shall immediately be given to the designated Employee. In the event a designated Employee is unable, for any reason, to work overtime, he shall be given the opportunity to secure a qualified replacement for such overtime work, provided, that the securing of such replacement does not interfere with the orderly conduct of such overtime work.

(c) Compensation for overtime work shall be in accordance with Schedule "A".

(d) Each employee, who has completed 4 hours of overtime work, will be entitled to a 15 minute meal-break.

Section 3. Reverse Seniority: In the assignment of sanitation laborers, reverse seniority shall be adhered to at all times, i.e. the last man hired shall be the first man assigned. Exceptions to this practice may be permitted for good cause with the consent of the Association, which shall not be unreasonably withheld.

Section 4. Court Time: (a) Court time, as referred to in this Article, shall consist of all time, excluding regular hours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies, for reasons arising out of or related to his municipal work. All such required court time shall be considered as overtime and shall be compensated at time and one-half.

(b) When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, if any is due under sub-paragraph 4(a) above. Provided, however, that such travel time shall be computed between the Borough of Bergenfield and to pertinent court or administrative body, except that there shall be no overtime computation, or payment for travel time when the pertinent court or administrative body is within the Borough of Bergenfield.

(c) The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or

Administrative Body, together with any applicable travel time to and from the Borough of Bergenfield, provided however that the Employee's entitlement to overtime under this Article shall not be less than one hour overtime payment.

Section 5.(a) Stand-by time shall be defined as being available for an emergency which may arise over and beyond the Employee's normal eight (8) hour daily work schedule.

(b) Each weekend there will be two (2) employees assigned to stand-by duty and a list of these assignments shall be posted for the calendar year within ten (1) days of January 1st of each year. The Borough may change such assignments when reasonably necessary due to employee terminations, hirings, promotions, illnesses, or other incapacities. Stand-by time shall be required of all employees.

(c) In the event a designated employee is unable, for any reason, to be on stand-by, he shall be given the opportunity to secure a qualified replacement and shall normally submit written confirmation of such replacement or substitution to his immediate supervisor three (3) days prior to the commencement of such stand-by duty.

(d) In addition to any overtime payment, each employee designated for stand-by duty shall be compensated for such stand-by (i.e. on-call) time in the sum of \$25.00 per day for each such day of Stand-by duty on Friday through Sunday. The "lead employee" shall receive One Hundred (\$100.00) Dollars for stand-by (Monday-Thursday) in addition to any overtime payment.

(e) Whenever such employee is actually required to perform duties or to report to a designated location, he shall only be compensated, in addition to the compensation provided for in subparagraph (d) immediately above, overtime compensation in accordance with Schedule A, as attached. Starting time for scheduled stand-by duties shall be 7 a.m.

(f) One (1) Equipment Operator, as certified by Civil Service, may be required to work from the hours of 5 a.m. until 7 a.m. each weekend as a sweeper operator in a rotation as established by the Superintendent. If for any reason an Equipment Operator is unable to work on a scheduled day he may secure a replacement from the list of certified Equipment Operators providing that the securing of a replacement does not interfere with the performance of his assigned duties. The Equipment Operator shall be compensated for this scheduled overtime based upon double time prior to 7 a.m. each day and time and one-half thereafter.

Section 6. Recall: Any employee who is called back to work after having completed his regularly scheduled work day shall be compensated at time and one-half in compensatory time, or pay in lieu hereof, with a minimum guarantee of two (2) hours at the time and one-half rate, provided he works more than eight (8) hours in that day.

Section 7. Longevity: Each employee shall be entitled to a longevity payment based upon a percentage of his base salary after completion of his fifth year of full-time employment with the Borough in accord with the following schedule:

0 through end of 5 years	0%
6 through 8 years	1%
9 through 11 years	2%
12 through 14 years	3%
15 through 17 years	4%
18 through 20 years	5%
21 through 23 years	6%
24 years or more.	8%

Section 8. Attendance Incentive: The Borough shall pay a bonus in the sum of two (2) days cash payment to each employee attaining a perfect attendance record during the calendar year. Absence by reason of Bereavement Leave shall not be deemed an absence under this clause and shall not disqualify an employee's otherwise perfect attendance.

Section 9. Clothing Allowance:

(a) The Borough shall pay to each employee, whose duties require or make desirable the wearing of a uniform the sum of \$600.00 per employee in 1990 and \$650.00 per employee in 1991. Said uniform shall include all clothing necessary to protect the employees from the hazards of this work and the elements as well as steel-tipped work shoes, gloves, raingear and rubber boots. Said uniform must conform to established Department policy. Equal payment shall be made on the first pay date in May and the first pay date in October of each year.

(B) Failure to be in uniform or to have the included equipment readily available shall be grounds for disciplinary action including suspension without pay. The Borough agrees to permit employees to make a written application to not wear steel-tipped boots, the

granting of which shall not be unreasonably withheld and with a reduction in the annual uniform allowance to \$625.00. ^{Real} R&K

(C) As to employees holding the position of mechanics, said employees shall each be entitled to \$75.00 per man additional clothing allowance above that provided above. Such allowance is in recognition of the need by such employees of the following additional equipment: (1) eye goggles, (2) ear protection and (3) coveralls.

Section 10. Work in Higher-Lower Classification:

When an employee works in a classification other than that for which he is classified, and that other classification call for a higher rate of pay than that for the employee's normal classification, he shall receive the higher rate of pay "for actual time spent" with a minimum requirement of one (1) hour. When the employee works in a classification calling for a lower rate of pay than that for which he is classified, he shall receive the higher rate of pay, (the one for which he is classified), provided, however, if such lower classification duties are voluntarily assumed by the employee, the lower rate of pay shall be paid, i.e. a substitution for stand-by or overtime.

Laborers who are required to perform Truck Driver duties by transporting material to the disposal site shall be paid the higher rate of pay for "actual time spent" with a minimum requirement of one (1) hour.

As to mechanics, the higher rate of pay for Diesel Mechanic shall be paid when such employee is required to perform such work.

Payment shall be made at the higher rate of pay for "actual time spent" with a minimum requirement of one (1) hour.

Section 11. In the event any employee of this Association is also a member of any municipal volunteer service organization (e.g., Ambulance Corps, Fire Department, etc.), and is unable to report to work at his scheduled time (or is unable to report at all) because of his duties as such a volunteer on any emergency call, he shall notify his superior as soon as he is reasonably able to do so. No such employee shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he had reported work work and in fact, did work his scheduled shift. It is understood that such volunteer shall report to work as soon as his volunteer duty has been completed unless he is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof. No employee shall leave the job for volunteer duty without the prior consent of the Department Head or his ~~authorized representative.~~ Such decision is not grievable. No employee shall be penalized with respect to his volunteer status as a result of such Borough decisions.

Section 12. Subject to the provisions of Ordinance No. 979 as to initial employment, there shall be no residency requirement for employment under this contract.

Section 13. Borough shall permit one (1) employee to accompany a Borough truck driver to the waste disposal site to assist in

unloading all Borough trucks, until such time as the truck is radio-equipped and capable of communicating with the Borough. No driver shall stop his vehicle on the way to or from the waste disposal site for any reason except mechanical failure or a medical emergency without prior approval which must be immediately reported to the Borough. Violations of this section shall subject the employees, driver and helper, to disciplinary action including suspension without pay.

ARTICLE VII - VACATIONS

1. The vacation allowance shall be as set forth in this Agreement in Schedule "B".

2. When in a calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and must be taken during the next succeeding year only. Employees may carry over a maximum of one (1) week vacation time to the next succeeding year only, providing the Superintendent shall be notified of such intent and the Superintendent shall have the right to approve or disapprove extended vacations in excess of one year's accumulation for good cause.

3. If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against sick leave, at his option, upon proof of hospitalization and a physician's

certificate.

4. No employee who is on vacation shall be recalled except in a case of extreme, exceptional emergency confronting the Borough.

5. If an official holiday occurs during an employee's authorization vacation, he will be entitled to an additional vacation day in lieu of the holiday. Such additional day may be added to the same vacation period provided notice is rendered to the Employer prior to the commencement of the vacation period, as is the current practice.

6. Vacation shall be selected on a seniority basis which shall be established by the Department Head in accordance with Exhibit B annexed hereto.

7. Vacations may be taken in segments. However, when fragmenting vacations, not more than five (5) single days of vacation may be taken without the prior approval of the Department Head, which approval shall not be unreasonably withheld.

8. Eight (8) employees shall be allowed vacation at the same time between June 15 and August 31.

9. Vacation days shall vest as earned. Vacation time, as determined by the Employee's anniversary date, may be taken in full at any time in the year, provided that such Employee shall reimburse the Borough for any unearned vacation time, pro rata, if he leaves the employ to the Borough during the year said vacation is taken, other than due to disability retirement or death.

10. Religious holidays may be taken as vacation days or as the

personal day.

11. Earned but unused vacation time shall be paid, pro rata, to any Employee, or his legal representative upon disability retirement or death.

ARTICLE VIII - HOLIDAYS

1. (A) All employees shall be entitled to receive thirteen (13) paid Holidays per year, plus two (2) personal days in accordance with the following schedule of holidays:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Day	

(B) In the event an employee is required to work on the following holidays, he shall be paid double time in addition to his regular salary; New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. As to all other specified holidays, in the event an employee is required to work, he shall be paid time and one-half in addition to his regular salary.

2. In the event it is necessary for Employees to work on holidays, to the extent possible, the determination of which holidays each Employee shall be on duty shall be made pursuant to a reverse seniority schedule within each job classification. Volunteers shall be solicited prior to any selection.

3. Upon completion of all their assigned duties for the day, Employees may be permitted to leave the job of Christmas Eve and New Years Eve days.

4. An employee must work the full day before and after each Holiday, excluding an excused absence, in order to be compensated for the Holiday.

ARTICLE IX - SICK LEAVE

1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year.

2. Sick leave with pay is hereby defined to mean necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee requiring attendance upon a member of the immediate family. The parties understand and agree that such absence shall not include extended leave for purposes of providing nursing care or home-making services.

3. To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify his superior in charge not later than 15 minutes after his scheduled tour of duty commences. An employee who is absent without such notification shall be charged with an unpaid day for each day absent

and will be subject to appropriate disciplinary action.

4. An employee absent on sick leave for three (3) or more consecutive days shall submit acceptable medical evidence substantiating the illness. In the event an employee has accumulated a total of seven (7) one or two day absences in any one calendar year, acceptable medical evidence substantiating the illness shall be required for all subsequent sick leave absences during the remainder of that calendar year. Employees shall not receive pay for such subsequent absences until the required medical evidence is submitted. One medical note shall be sufficient for a period of six (6) months in cases of chronic illness or disease. The Borough shall have the right, at its expense, to require an employee to submit to a physical examination by a doctor of the Borough's choice with regard to any chronic illness or disease, absences in excess of seven (7) one or two day absences in any one calendar year and any absence of three (3) consecutive days or more.

5. One (1) hour shall be the smallest unit to be considered in computing sick leave used.

6. All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

7. Any employee who is absent due to sick leave shall call the Department Office to provide a telephone number where he/she may be contacted.

ARTICLE X - WORK INCURRED INJURY

1. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation Act shall be paid over to the Borough; in the alternative the Borough may pay such Employee the difference between his full pay and the temporary disability, Workers Compensation check and it shall be deemed to be sick pay but not chargeable to sick leave time, provided that in no event shall the Employee receive less than his full pay as though he had not been injured (but without any overtime the Employee might ordinarily receive).

Notwithstanding the aforesaid, pension and retirement fund payments paid by the Borough shall continue to be computed and paid as though the Employee were receiving full pay.

2. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Borough may reasonably require the said Employee to present such certificates from time to time.

3. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, than, and in that event, the burden shall be upon the

employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation or the final decision of the last reviewing Court shall be binding upon the parties.

4. For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough-sanctioned program at which his attendance is required by the Borough shall be considered work-connected.

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as a work-connected injury, the parties agree to be bound by the decision of an appropriate Workers Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

6. A work-connected injury requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed-upon between the parties.

ARTICLE XI - PERSONAL LEAVE

1. In accordance with Article VII, each employee shall have two (2) personal leave days. Employees shall not be required to advise their superiors of the reason for such personal leave day.

2. Employees must give their superior notice of their intention to take a personal leave day as soon as practical and must receive

approval from the superior to insure that the Borough has adequate personnel on hand to perform all necessary functions. Personal leave days shall be non-cumulative.

3. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

ARTICLE XII - BEREAVEMENT LEAVE

1. All permanent full-time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days leave if outside the State with the consent of his superior or his designated representative.

2. (a) Immediate family shall include spouse, child, parents, brothers and sisters of an Employee or of the Employee spouse.

(b) In the event of the death of uncles, aunts or grandparents of an Employee or his spouse, the Employee shall be entitled to one day's leave with pay, without regard to geography.

3. Such funeral leave shall not be charged against the Employee's vacation or sick leave. Upon request by the Employer, the employee shall provide reasonable verification.

4. Any extension of absence under this Article, however, may be had at the Employee's option and with the consent of the Department Head, and may be charged against available vacation time or be taken without pay for a reasonable period.

5. In the event of the demise of any Employee, the Borough will

grant funeral leave to four (4) co-Employees of the deceased, to be chosen by the Association, with the reasonable approval of the Department Head as to personnel, for purposes of their attending such deceased Employee's funeral service and burial.

6. In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Employee's superior. The Borough's decision in this regard shall not be grievable.

ARTICLE XIII - LEAVE OF ABSENCE

1. All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

2. The Employee shall submit in writing all facts bearing on the request to his superior or the superior's designated representative, who shall append his recommendations and forward the request to the Borough. The Borough shall consider each case on its own merits and without establishing a precedent. The Borough's decision shall be non-grievable.

3. This leave is subject to renewal for periods not to exceed thirty (30) days each for reasons of personal illness disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the Employee has used his accumulated sick leave and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than

illness. The Borough's decision shall be non-grievable.

4. ~~At the expiration of such leave,~~ the Employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

5. Seniority shall be retained but shall not accumulate during all such leaves.

ARTICLE XIV - TERMINAL LEAVE - SEVERENCE PAY

1. Upon termination of an Employee's employment with the Borough after fifteen (15) years of service, such employees shall receive severence pay in a sum equal to one month's pay or each five (5) years of employment completed, with maximum of six months pay.

2. Notwithstanding the foregoing provision for terminal leave, if State legislation is adopted expressly permitting municipalities to pay retiring employees for all or a portion of accumulated sick leave, the parties shall renegotiate this provision so that one or the other policy (i.e. terminal leave pay, or accumulated sick leave payment) is adopted.

ARTICLE XV - SALARIES

1. The Borough shall provide a salary schedule as contained on Schedule C annexed hereto.

2. In the event a salary ordinance has not been adopted by the Mayor and Council in time to grant these raises, they shall be deemed

to be retroactive to the dates as set forth above.

3. The base annual salaries shall be payable to said employees immediately on promotion to said position, and on such employees anniversary dates, as applicable. Notwithstanding the foregoing, employees promoted to new positions shall be on probation for the period required by Civil Service Rules and shall not continue to receive the new base salary unless such promotions are made permanent within said probationary period. The anniversary date for persons who are made permanent shall be the date they commenced their probation period.

ARTICLE XVI - MEDICAL-DENTAL COVERAGE AND
EYEGLASS REIMBURSEMENT PROGRAM

1. The Borough will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical Insurance, or equal, for employees covered by this Agreement and their families, of the same type and with the same or substantially similar benefits as presently exist.

2. Existing Blue Cross, Blue Shield, Rider J and Major Medical benefits shall be continued for all active employees and employees who are retired and their eligible dependents until such time as the employee becomes eligible for Medicare and Medicaid coverage.

3. Dental Plan - The Borough will continue to provide a dental insurance plan of the same type and in the same amounts as presently exists and with the same or substantially similar benefits.

4. Eye Glass Reimbursement Program - The Borough will reimburse

each employee for the cost of new glasses providing the employee is required to wear glasses on a full-time basis, has broken the lens during his work shift, had utilized the prescribed safety strap; has submitted to the Borough his claim with the Opticians Bill selected by the Borough, and has been included on the list of eligible members which was furnished by the Association. The employee must submit the glasses to his immediate Supervisor or leadman the same day.

5. The Borough shall maintain the prescription drug program covering each active employee on a full family basis, not to be more than a \$3.00 co-payment program.

ARTICLE XVII - INSURANCE

The Borough will provide insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties.

ARTICLE XVIII - SENIORITY, LAYOFFS, PROMOTIONS, TRAINING

In the event the Borough deems it necessary to layoff any Employees in any classification, the Employees first laid off shall be those with the least seniority, provided, however, that such Employees shall be entitled to "bump-backwards" based upon seniority. For example, in the event the Borough deems it necessary to lay off a truck driver, the driver may elect to take the position of a sanitation worker if the sanitation worker has less seniority and the sanitation worker shall be laid off. Such Employees shall be placed

on re-employment list in accord with Civil Service regulations and in the event the Borough should rehire any Employees in the classifications of those laid off, the persons first rehired shall be those with the greatest seniority.

2. promotions shall be based upon Civil Service Rules and Regulations and procedures contained therein.

3. When the Civil Service list of eligible persons is exhausted for the positions of driver or equipment operator, the Borough shall provide on-the-job training for such position to a maximum of three men who are eligible to take the next examination for such positions. The three men shall be chosen on the basis of seniority and such training shall be provided at such times as will not interfere with the operations of the Department as determined by the Superintendent of the Department, in his sole discretion as to time and place, which decision shall be non-grievable. The Superintendent shall also have the right to remove Employees from such training program if, in his opinion, they are not able to learn the particular skill or are liable to cause damage to Borough equipment or vehicles. This decision shall be grievable.

4. The Borough shall permit one Employee in the Department to attend a diesel mechanics school either in his spare time or on a leave of absence granted by the Borough without pay and at his own cost. The Association shall submit names of all Employees in the Department who are interested in attending such school to the Superintendent of the Department and the Superintendent shall choose

one of the persons on the list as the one to attend the authorized and approved diesel mechanics school. Upon successful completion of the approved course, the Borough shall reimburse such Employee in the sum of one-half ($\frac{1}{2}$) of the cost of the tuition for such course. At the completion of the course and one year's additional service in the Borough employ thereafter, the Borough shall reimburse the balance of the tuition for such course to the Employee.

5. The Borough shall provide appropriate instruction in work where utilization of hazardous equipment is required (i.e. tree cutting equipment, jack-hammer).

6. The Superintendent may, in his sole discretion, permit an Employee to attend occasional seminars and one or two day refresher courses designated to increase an Employee's existing skills or to obtain additional skills, on Borough time and with pay. The decision of the Superintendent shall be non-grievable.

ARTICLE XIX - BULLETIN BOARD

1. The Borough will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities.

3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected

for posting by the Department Head.

ARTICLE XX - MILITARY LEAVE

Military leave for the Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXI - PENSION

1. The Borough shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

2. The Borough will pay to the appropriate Retirement Fund all required amounts.

ARTICLE XXII - GRIEVANCE PROCEDURE

A. (1) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" means any complaint or any difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or administrative decisions affecting them.

(2) At all levels of the grievance procedure, the employer shall advise the employee(s) that he is entitled to representation by

a representative of the employee organization. If the employee so chooses, he may have a representative of the Association present at all stages of the grievance procedure.

(3) The procedure for settlement of grievances shall be as follows:

(A) Step One

In the event that any employer covered by this Agreement has a grievance, within five (5) working days of the event or when the employee should reasonably have known of the event, the employee shall submit his/her grievance in writing to the Superintendent, who shall render a decision in writing within five (5) working days of receipt of the grievance.

(B) Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) working days, the grievance shall be presented in writing to the Borough Administrator. The Administrator shall render a decision within ten (10) working days after the grievance was presented to him.

(C) Step Three

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within fifteen (15) working days after the grievance was presented to them.

(D) Arbitration

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the grievance shall be referred to PERC for the selection of an arbitrator, to decide the issue or issues. The decision of the Arbitrator shall be final and binding upon the parties.

(2) The Arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

(3) The parties may mutually agree to extend the timetables expressed herein.

B. Discipline

An Employee may be disciplined for violation of rules and regulations of the Department and may be discharged for good and just cause, all subject to applicable Civil Service Rules and Regulations. The extent of penalty shall be determined by the Superintendent only.

In the event Civil Service Rules and Regulations are not applicable, an employee may appeal decisions concerning any form of discipline or the extent hereof through the Grievance Procedure as outlined in Article XXII (A) herein.

ARTICLE XXIII - MISCELLANEOUS

1. If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid during the term of this Agreement by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen

negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

2. As a result of the effect of this Agreement upon past practices, no Employees shall be required to reimburse the Borough for any greater benefits which may have been granted prior to the execution thereof in the future.

3. The failure of either party to pursue any rights granted herein shall not be deemed to be a waiver of such party's exercise thereof in the future.

4. This Agreement shall be binding upon the parties and their successors or legal representatives.

5. This contract shall be considered and shall serve to eliminate all past practices, understandings, or prior contracts, between the Borough and the Association.

ARTICLE XXIV - AGENCY SHOP

Section 1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with

the unit shall, as a condition of employment, pay a representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

Section 2. The Union agrees it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

ARTICLE XXV - DURATION

1. This Agreement shall be effective as of and retroactive to January 1, 1990, when ratified by the membership of the Association and the Governing Body of the Borough. When it becomes effective, it shall remain in full force and effect until and including December 31, 1991, after which this Agreement shall continue in full force and effect until a new Agreement is executed by the parties.

2. All notices required to be sent hereunder shall be deemed to be properly served upon the Association by mailing the same,

certified mail, return receipt requested, to the President of the Association or any member of the executive committee or by personal service on any of such persons and receipt of a signed, dated receipt for the same from such person. Service of such notices on the Borough, or any superior or administrator upon whom the same is required pursuant to the provisions of the Agreement, shall be made by certified mail, return receipt requested, or by personal service upon such person or to the Borough Clerk at the Municipal Building and receipt of a signed dated receipt therefor. The Association shall notify the Borough of the name and address of each of its officers and the members of its Executive Committee and of any changes therein during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered their hand and seal this _____ day of _____, 1990.

WITNESS:

As to Borough of Bergenfield

Gerard V. Leary
Gerard V. Leary, Administrator

BOROUGH OF BERGENFIELD

By: *Robert J. Gallione, Jr.*
Robert J. Gallione, Jr.

WITNESS:

As to Employees Association;
Borough of Bergenfield

Aileen P. DeLeonone

EMPLOYEES ASSOCIATION-BOROUGH
OF BERGENFIELD

By: *Ralf E. Kuech, Pres.*

By: *Joseph Benda*

By: *Fredrick Hall*

By: *Matthew Masterson*

SCHEDULE "A"

OVERTIME COMPENSATION

1. For work performed by the Employees covered by this Agreement in excess of eight (8) hours per day, extra compensation shall be paid as follows:

a. For hours worked between 3:30 p.m. and midnight, payment shall be made at the time and one-half ($1\frac{1}{2}x$) rate.

b. For hours worked between midnight and 7:00 am. payment shall be made at the double time (2x) rate.

c. Road paint crews and street sweeps shall be paid the double time (2x) rate and for hours worked prior to 7 a.m.

2. Notwithstanding the foregoing, or any other provision of this Agreement, the Employees classified as Parks Foreman and Public Works Foreman shall not receive any overtime pay.

SCHEDULE "B"

VACATIONS

0-1 year of service	1 day for each month employed
1-5 years of service	12 working days per year
6-10 years of service	15 working days per year
11-15 years of service	18 working days per year
16-20 year of service..	21 working days per year
21-24 years of service	25 working days per year

Procedure for Selecting Vacations:

Employees shall select vacations based upon seniority.

Vacation selections shall be made pursuant to the categories listed above, most senior first.

Upon selection of vacation periods by the most senior category, selections shall then be made by the next senior category.

This method of selection shall be maintained for each category until each employee has completed his vacation selections.

SCHEDULE C

WAGE SCALE

<u>TITLE</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>
Mechanical Repairman (Sr. Diesel)	35,427	36,844	39,423
Mechanical Repairman (Auto)	33,627	34,972	37,421
Mechanical Repairman (Assistant)	30,911	32,147	34,398
Equipment Operator	33,034	34,355	36,760
Sr. Traffic Maintenance Man	31,633	32,898	35,210
Truck Driver	32,346	33,640	35,995
Park Equipment Operator	32,346	33,640	35,995

Public Works Repairer)
 Public Works Laborer)
 Tree Maintenance Man)

Step System Noted Below:

1st year	20,949	21,787	23,312
2d year	28,349	29,483	31,547
3d year (max)	30,911	32,147	34,398
Glark Typist - DPW	15,148	15,754	16,856

Past Practice
 ELIMINATED
Civil Service Building Maintenance
Unfair Practice

1st year	20,949	21,787	23,312
2d year	28,349	29,483	31,547
3d year	28,461	29,599	31,671